

The City Council of the City of Mattoon held a regular meeting in the City Hall Council Chambers on February 2, 2010.

Mayor Cline led the Pledge of Allegiance.

Mayor Cline presided and called the meeting to order at 6:30 p.m.

The following members of the Council answered roll call physically present: YEA Commissioner Randy Ervin, YEA Commissioner Gover, YEA Commissioner Rick Hall, YEA Commissioner Chris Rankin, YEA Mayor David Cline.

Also physically present were City personnel: City Administrator Sue McLaughlin, Attorney & Treasurer J. Preston Owen, Public Works Director David Wortman, Water Treatment Plant Superintendent Jim Lang, Fire Chief Tony Nichols, Community Development Coordinator Kyle Gill, Deputy Police Chief Jeff Branson, and City Clerk Susan O'Brien.

Mayor Cline introduced and welcomed City Administrator Sue McLaughlin.

Mayor Cline seconded by Commissioner Hall moved to approve the consent agenda consisting of minutes of the special meeting December 14, 2009; regular meeting January 19, 2010; Police Department report for the month of December 2009; bills and payroll for the last half of January, 2010.

Bills and payroll for the last part of January, 2010

General Fund

Payroll		\$	247,130.22
Bills		\$	<u>60,519.22</u>
	Total	\$	307,649.44

Hotel Tax Fund

Payroll		\$	1,666.65
Bills		\$	<u>293.44</u>
	Total	\$	1,960.09

Festival Management

Bills		\$	<u>1,072.01</u>
	Total	\$	1,072.01

Insurance & Tort Judgment

Bills		\$	<u>307.41</u>
	Total	\$	307.41

Capital Project Fund

Bills		\$	<u>3,819.07</u>
		\$	3,819.07

Water Fund

Payroll		\$	30,415.74
Bills		\$	<u>58,232.91</u>
	Total	\$	88,648.65

Sewer Fund

Payroll		\$	31,039.96
Bills		\$	<u>47,272.09</u>
	Total	\$	78,312.05

Cemetery Fund

Payroll		\$	2,848.16
Bills		\$	<u>464.54</u>
	Total	\$	3,312.70

Health Insurance

Bills		\$ 113,134.50
	Total	\$ 113,134.50
<u>Motor Fuel Tax Fund</u>		
Bills		\$ 5,489.60
	Total	\$ 5,489.60

Mayor Cline declared the motion to approve the consent agenda carried by the following vote: YEA Commissioner Ervin, YEA Commissioner Gover, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Cline.

Mayor Cline opened the floor for public comments/presentations and non-agenda items. Mr. Herb Meeker inquired whether an ordinance was in place prohibiting adult entertainment. Attorney & Treasurer Owen responded that the City's current ordinance regulates the entertainment. Administrator McLaughlin recommended amending the Zoning Ordinance to regulate locations of the establishments.

Ms. Jessica Fitzsimmons requested the Council to allow her to organize plantings along the bike trail. Mayor Cline requested Ms. Fitzsimmons to prepare a plan and present the plan to the City Administrator for review. Council discussed the City's jurisdiction of the bike trail to Loxa Road. There were no other public comments or presentations.

PUBLIC HEARING: Mayor Cline opened a public hearing on the proposed 50-Year Parking Lot Lease with Mattoon Area Industrial Development Corporation (MAID) for a parking lot located at the corner of 11th and Broadway Avenue (Blue Cross Blue Shield Parking Lot) at 6:36 p.m. in the City Hall Council Chambers. Attorney & Treasurer Owen provided background on the previous lease, which was used as an economic development tool. Additions to the original lease were addressed in the new lease. The floor was opened for public questions. Commissioner Hall inquired as to the area the City owns and the term of the lease. Attorney & Treasurer Owen stated the parking lot remains in the City's control and MAID's request for a 50-year lease. With no further questions from the public or Council, Mayor Cline closed the public hearing at 6:39 p.m.

PUBLIC HEARING: Mayor Cline opened a public hearing on the proposed 50-Year Land Lease with Mattoon Area Family YMCA (Young Men's Christian Association) at 6:39 p.m. in the City Hall Council Chambers. Attorney & Treasurer Owen described the area and provided the background of the lease and changes to the lease. Commissioner Rankin inquired whether the City owns the new parking lot. Attorney & Treasurer Owen stated the new parking lot would be retained as a City parking lot – not dedicated to the YMCA. Mr. Arthur Willaredt voiced his support for the lease. The floor was opened to the Council for questions. With no further questions from the Council, Mayor Cline closed the public hearing at 6:42 p.m.

Mayor Cline reviewed agenda items, including an explanation of the CSO by Director Wortman. There were no additional questions or comments from the public or Council.

Commissioner Rankin seconded by Commissioner Hall moved to adopt Special Ordinance 2010-1377, authorizing a 50-year lease between the City of Mattoon and Mattoon Area Industrial Development Corporation for a parking lot located at the corner of 11th Street and Broadway Avenue (Blue Cross Blue Shield Parking Lot).

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2010-1377

AN ORDINANCE AUTHORIZING A LEASE BETWEEN THE CITY OF MATTOON AND MATTOON AREA INDUSTRIAL DEVELOPMENT CORPORATION.

WHEREAS, there is currently a lease between the City of Mattoon and the Mattoon Area Industrial Development Corporation for a parking lot located at the corner of 11th and Broadway Avenue, and;

WHEREAS, the original lease was entered into on December 5, 1978 and which was replace by an new lease on January 15, 1991, and said new lease expires on February 1, 2010, and;

WHEREAS, the City and Mattoon Area Industrial Development Corporation desire to continue leasing the property for an additional 50 years, and;

WHEREAS, the form of the Lease is attached hereto as Exhibit "A" and incorporated in this Special Ordinance by this reference.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MATTOON, COLES COUNTY, A MUNICIPAL CORPORATION, as follows:

Section 1. The Mayor is hereby authorized to execute the Lease and any and all other documents necessary to carryout the Lease until February 1, 2060.

Section 2. This ordinance shall be deemed published as of the day of its adoption and approval by the City Council.

Upon motion by Commissioner Rankin, seconded by Commissioner Hall, adopted this 2nd day of February, 2010, by a roll call vote, as follows:

AYES (Names): Commissioner Ervin, Commissioner Gover,
Commissioner Hall, Commissioner Rankin,
Mayor Cline

NAYS (Names): None

ABSENT (Names): None

Approved this 2nd day of February, 2010.

/s/ David W. Cline
David W. Cline, Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

/s/ Susan J. O'Brien
Susan J. O'Brien,
City Clerk

/s/ J. Preston Owen
J. Preston Owen
City Attorney

Effective Date: 02-01-10

Recorded in the Municipality's Records on February 3, 2010.

EXHIBIT A

PARKING LOT LEASE AGREEMENT

THIS LEASE made and entered into on this 2nd day of February, 2010, between the MATTOON AREA INDUSTRIAL DEVELOPMENT CORPORATION, an Illinois Not-For-Profit Corporation, hereinafter referred to as "MAID", and the CITY OF MATTOON, COLES COUNTY, ILLINOIS, an Illinois Municipal Corporation, hereinafter referred to as "CITY";

MAID and CITY, for and in consideration of the keeping by the parties of their respective obligations, hereinafter contained, as well as for ONE DOLLAR (\$1.00) and other valuable considerations paid in hand simultaneously with the execution and delivery of this Lease, receipt whereof is hereby acknowledged, agree as follows:

1. CITY'S DEMISE.

Upon the terms and conditions hereinafter set forth, and in consideration of the payment of the rents and prompt performance by the MAID of the covenants and agreements, to be kept and performed by the MAID, the CITY does lease, let, and demise to MAID and MAID hereby leases from the CITY, the following described premises, to wit:

Lots Nine (9), Ten (10), Eleven (11) and Twelve (12) of block One Hundred Twenty-Two (122) or the Original Town of Mattoon. See Attached Exhibit A for an illustration of the premises.

2. TERM.

To have and to hold the demised premises for an initial term commencing January 19, 2010 and ending January 18, 2060, both dates inclusive, unless sooner terminated as hereinafter provided or extended as hereinafter provided.

3. RENT.

The rent which MAID agrees to pay to CITY is ONE DOLLAR (\$1.00) per year. All rent payments shall be paid annually and in advance.

4. USE OF PREMISES.

a. MAID may use the demised premises for any lawful purpose which is not contrary to the laws of the City of Mattoon, County of Coles and State of Illinois, but primarily as a parking lot for its tenants.

b. MAID agrees that it will use and occupy the premises in a careful, safe manner; that it will not maintain or suffer on the premises any business, conduct, act or thing that will constitute a public or private nuisance or violate any other public ordinance during the term of this Lease.

c. MAID has examined and knows the condition of the premises and receives the same in "as is" condition; and, during the term of the Lease, MAID shall keep the premises and improvements thereto sightly in appearance and in good order and not allow damage or waste during the term of the Lease and will surrender the same to CITY upon termination of this Lease is in as good condition as when received, except for ordinary wear and tear, and normal depreciation due to the lapse of time.

d. MAID's use of the premises shall be non-exclusive and the parking lot shall remain open to the public.

5. INSURANCE.

a. MAID shall procure and maintain throughout the term of this Lease a policy or policies of insurance, at its sole cost and expense, insuring both MAID and CITY against all claim, demands or actions arising out of or in connection with MAID's use of occupancy of the premises, the limits of such policy or policies shall bin in the amount of not less than \$1,000,000 combined single limit for personal injuries to or death of any one person and in respect of property damages or destroyed, and to be written by insurance companies qualified to do business in the State of Illinois. Duly executed certificates or insurance shall be promptly delivered to CITY and renewals thereof shall be delivered to CITY at least ten (10) days prior to the expiration of the respective policy terms. MAID's insurance policy shall require that reasonable advance notice be given to CITY (as an additional insured) for any modification or cancellations of said policy.

b. MAID and CITY agree that each shall be responsible for the defense of any claim or demand arising from the actions or inactions of the employees or agents of each. MAID shall maintain insurance, as required in Paragraph 5(a) above. CITY may insure such risk at CITY's sole discretion. Each party shall be solely responsible for any damages from injury caused by the party's employees or agents.

6. SUBROGATION.

CITY waives and releases CITY's right of recovery against MAID for damages to CITY's property by fire or other casualty including that occasioned by the negligence of MAID, its agents or employees to the extent CITY receives actual payment therefore under MAID's insurance policies. MAID waives and releases MAID's right of indemnity against CITY for damages to MAID's property by fire or other casualty including that occasioned by the negligence of CITY, its agent or employees, to the extent that MAID receives actual payments therefore under CITY's insurance policies.

7. INDEMNITY.

Except for claims arising out of acts caused by the affirmative negligence of the CITY or its representatives, the MAID shall indemnify and defend the CITY and the leased property, at the MAID's expense, against all claims, expenses, and liabilities arising from (i) the management of or any occurrence on or about the leased property or any adjoining street, curb, sidewalk or vault; (ii) any defaults by the MAID hereunder; or (iii) any act of negligence of the MAID or its agents, contractors, employees, or licensees.

8. ASSIGNMENT AND SUBLETTING.

MAID shall not sublet the premises without the written permission of the City, which shall not be unreasonably withheld. Any such assignment made with the written permission of CITY shall not relieve MAID of any liability hereunder, unless CITY specifically agrees by written instrument to release MAID.

9. FORFEITURE.

If MAID fails to perform in any manner required by this instrument, after due notice, identifying MAID's failure and allowing a reasonable time to cure such default, and if MAID fails to cure or to undertake reasonable diligence to cure such default, CITY may terminate this Lease for default. Termination shall be effective by service of a notice of termination in the manner herein specified. If it is determined by CITY that MAID had a reasonable excuse for non-performance (such as strike, fire, flood, or other event beyond the control of MAID, and not caused by default of MAID) CITY may allow additional time for performance rather than terminate this Lease.

10. UTILITIES.

Lighting for the premises is part of CITY's general street lighting, which CITY shall pay without proration or other charge to MAID. MAID shall pay for any and all other utilities used on the demised premises during the term of this Lease.

11. REPAIRS.

MAID agrees to pay for all repairs and capital improvements completed on the premises, including but not limited to restriping, patching, general maintenance and resurfacing. CITY shall be given a reasonable opportunity to review and approve any work in excess of \$5,000 prior to work being accomplished.

12. SNOW REMOVAL.

MAID shall be responsible for all snow removal from the premises and the entrances thereto.

13. REAL ESTATE TAXES

CITY shall be responsible for all real estate taxes and special assessments levied against the premises.

14. FIXTURES.

MAID, if not in default, may, on the termination of the Lease or at anytime during the continuance thereof, remove from said premises all personal property which is may have installed or placed upon said premises. MAID shall repair any damage to the premises caused by such removal, to restore the premises in the same condition as the commencement of the Lease, ordinary wear and tear excepted, to CITY's reasonable satisfaction.

15. MECHANIC'S LIENS.

MAID shall not, on its behalf, permit any Mechanic's or other liens to arise or attach to the leased premises and shall hold CITY harmless from any such lien should one arise. In the event that any such lien is filed and not discharged or contested in good faith within 30 days after CITY is notified thereof, MAID shall be deemed in default under this Lease.

16. NOTICES.

All notices, which are required to be given to CITY herein, shall be deemed sufficient if sent either registered or certified mail to City Hall, 208 North 19th Street, Mattoon, Illinois 61938, Attention: City Clerk. All notices, which are

required to be given to MAID herein, shall be deemed sufficient if sent either registered or certified mail to Mattoon Area Industrial Development Corporation, 500 Broadway Avenue, Mattoon, Illinois 61938.

17. MODIFICATION.

Both parties to this Lease agree that this Lease contains all the terms and conditions agreed to by the parties and that any change thereto must be made in writing and agreed to by both parties.

18. CAPTIONS.

The captions in the Lessee are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

19. SEVERABILITY.

The provisions of this Lease are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Lease is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not effect the remaining portions of the Lease. Upon occurrence of such event, if the provision, section, sentence or clause found to be contrary to the law and unenforceable eliminates the benefits that either party may receive according to this lease the party so aggrieved may thereafter terminate this Lease upon 30 days written notice to the other party.

20. WAIVER OF BREACH OR DEFAULT.

A waiver of any default shall not be deemed to be a waiver of any subsequent default. A waiver of a breach of any provision of this Lease shall not be construed to be a modification of the terms of this Lease unless stated to be such in writing, authorized by proper action of CITY and signed by an authorized representative of MAID and CITY.

IN WITNESS WHEREOF, this Lease has been duly executed in duplicate, each to have the full force and effect of an original, the day and year first above written.

MATTOON AREA INDUSTRIAL DEVELOPMENT CORPORATION

Its' President

ATTEST:

Its' Secretary

CITY OF MATTOON, COLES COUNTY
ILLINOIS

By /s/ David W. Cline
David W. Cline, Mayor

ATTEST:

/s/ Susan J. O'Brien
Susan J. O'Brien, City Clerk

Mayor Cline opened the floor for comments. There were no comments.

Mayor Cline declared the motion carried by the following: YEA Commissioner Ervin, YEA Commissioner Gover, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Cline.

Commissioner Rankin seconded by Commissioner Ervin moved to adopt Special Ordinance 2010-1378, authorizing a 50-year lease between the City of Mattoon and Mattoon Area Family YMCA for the ground underlying the current location of the YMCA.

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2010-1378

AN ORDINANCE AUTHORIZING A LEASE BETWEEN THE CITY OF MATTOON AND MATTOON AREA FAMILY YMCA.

WHEREAS, there is currently a lease between the City of Mattoon and the Mattoon Area Family YMCA for the ground underlying the current location of the YMCA, and;

WHEREAS, the original lease was entered into between City and the Mattoon Area Family YMCA on May 29, 1987 and has been extended, and;

WHEREAS, the City and Mattoon Area Family YMCA desire to continue leasing the property for an additional 50 years, and;

WHEREAS, the form of the Lease is attached hereto as Exhibit "A" and incorporated in this Special Ordinance by this reference.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MATTOON, COLES COUNTY, A MUNICIPAL CORPORATION, as follows:

Section 1. The Mayor is hereby authorized to execute the Lease and any and all other documents necessary to carryout the Lease until February 1, 2060.

Section 2. This ordinance shall be deemed published as of the day of its adoption and approval by the City Council.

Upon motion by Commissioner Rankin, seconded by Commissioner Ervin, adopted this 2nd day of February, 2010, by a roll call vote, as follows:

AYES (Names): Commissioner Ervin, Commissioner Gover,
Commissioner Hall, Commissioner Rankin,
Mayor Cline

NAYS (Names): None

ABSENT (Names): None

Approved this 2nd day of February, 2010.

/s/ David W. Cline
David W. Cline, Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

/s/ Susan J. O'Brien
Susan J. O'Brien,
City Clerk

/s/ J. Preston Owen
J. Preston Owen,
City Attorney

Effective Date: 02-01-10

EXHIBIT A

LEASE AGREEMENT

THIS LEASE made and entered into on this 2nd day of February, 2010, between the MATTOON AREA FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, an Illinois Not-For-Profit Corporation, hereinafter referred to as "YMCA", and the CITY OF MATTOON, COLES COUNTY, ILLINOIS, an Illinois Municipal Corporation, hereinafter referred to as "CITY";

YMCA and CITY, for and in consideration of the keeping by the parties of their respective obligations, hereinafter contained, as well as for ONE DOLLAR (\$1.00) and other valuable considerations paid in hand simultaneously with the execution and delivery of this Lease, receipt whereof is hereby acknowledged, agree as follows:

2. CITY'S DEMISE.

Upon the terms and conditions hereinafter set forth, and in consideration of the payment of the rents and prompt performance by the YMCA of the covenants and agreements, to be kept and performed by the YMCA, the CITY does lease, let, and demise to YMCA and YMCA hereby leases from the CITY, the following described premises, to wit:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), and Eleven (11) in Block One Hundred Ten (110), and all that part of Planter Avenue lying within Block One Hundred Ten (110), in the Original Town, now City of Mattoon, Coles County, Illinois.

and

A parcel of land commencing at an existing iron pin marking the Southeast Corner of Lot Eleven (11) of Block One Hundred Ten (110) in the Original Town, now City of Mattoon, thence azimuth 180°17'28" along the West right-of-way line of 16th Street a distance of 83.53 feet to the place of beginning, thence continuing azimuth 180°17'28" along the said West right-of-way line a distance of 20.74 feet to an existing iron pin, thence azimuth 254°57'44" a distance of 456.45 feet actual (456.15 feet record) to an existing iron pin, thence azimuth 74° 54'40" along the southerly line of said Block One Hundred Ten (110) a distance of 232.42 feet; thence azimuth 179°48'47" a distance of 83.17 feet, thence azimuth 74° a distance of 180.27 feet to the place of beginning, situated in the City of Mattoon, Coles County, Illinois.

3. TERM.

To have and to hold the demised premises for an initial term commencing February 2, 2010 and ending February 1, 2060, both dates inclusive, unless sooner terminated as hereinafter provided.

3. RENT.

The rent which YMCA agrees to pay to CITY is ONE DOLLAR (\$1.00) per year. All rent payments shall be paid annually and in advance.

5. USE OF PREMISES.

a. YMCA may use the demised premises for any lawful purpose which is not contrary to the laws of the City of Mattoon, County of Coles and State of Illinois, but primarily as a location for its buildings and parking facilities.

b. YMCA agrees that it will use and occupy the premises in a careful, safe manner; that it will not maintain or suffer on the premises any business, conduct, act or thing that will constitute a public or private nuisance or violate any other public ordinance during the term of this Lease.

c. YMCA has examined and knows the condition of the premises and receives the same in "as is" condition; and, during the term of the Lease, YMCA shall keep the premises and improvements thereto

sightly in appearance and in good order and not allow damage or waste during the term of the Lease and will surrender the same to CITY upon termination of this Lease in as good condition as when received, except for ordinary wear and tear, and normal depreciation due to the lapse of time.

5. BUILDINGS.

The YMCA hereby agrees, at YMCA's own cost and expense, to complete, construct and maintain the current building on the premises and any future buildings constructed on the premises in accordance with plans and specifications not yet determined. Such construction by the YMCA shall include all improvements shown on plans and specifications, and the installation of all fixtures and articles of personal property to be determined thereby. Such construction and installation shall be prosecuted by the YMCA with diligence and continuity until completion. All such construction and installations, and the buildings and improvements when completed, shall comply with due requirement of all laws and ordinances, and the orders, rules, regulations, or requirements of all federal, state and municipal governments and appropriate departments, commissions, boards, and officers thereof, and the orders, rules, and regulations of anybody exercising similar functions.

6. OPTION TO PURCHASE

The YMCA, at its election, may exercise an option to purchase the leased property from CITY by written notice mailed by registered mail to CITY. The purchase price upon exercise of this option shall be the same as the purchase price originally paid for all the leased premises plus the demolition costs for the building formerly located at 1621 Richmond.

7. INSURANCE.

a. YMCA shall procure and maintain throughout the term of this Lease a policy or policies of insurance, at its sole cost and expense, insuring both YMCA and CITY against all claims, demands or actions arising out of or in connection with YMCA's use of occupancy of the premises, the limits of such policy or policies shall be in the amount of not less than \$1,000,000 combined single limit for personal injuries to or death of any one person and in respect of property damages or destroyed, and to be written by insurance companies qualified to do business in the State of Illinois. Duly executed certificates or insurance shall be promptly delivered to CITY and renewals thereof as required shall be delivered to CITY at least ten (10) days prior to the expiration of the respective policy terms. YMCA's insurance policy shall require that reasonable advance notice be given to CITY (as an additional insured) for any modification or cancellations of said policy.

b. YMCA and CITY agree that each shall be responsible for the defense of any claim or demand arising from the actions or inactions of the employees or agents of each. YMCA shall maintain insurance, as required in Paragraph 5(a) above. CITY may insure such risk at CITY's sole discretion. Each party shall be solely responsible for any damages from injury caused by the party's employees or agents.

8. SUBROGATION.

CITY waives and releases CITY's right of recovery against YMCA for damages to CITY's property by fire or other casualty including that occasioned by the negligence of YMCA, its agents or employees to the extent CITY receives actual payment therefore under YMCA's insurance policies. YMCA waives and releases YMCA's right of indemnity against CITY for damages to YMCA's property by fire or other casualty including that occasioned by the negligence of CITY, its agent or employees, to the extent that YMCA receives actual payments therefore under CITY's insurance policies.

9. INDEMNITY.

Except for claims arising out of acts caused by the affirmative negligence of the CITY or its representatives, the YMCA shall indemnify and defend the CITY and the leased property, at the YMCA's expense, against all claims, expenses, and liabilities arising from (i) the management of or any occurrence on or about the leased property or any adjoining street, curb, sidewalk or vault; (ii) any defaults by the YMCA hereunder; or (iii) any act of negligence of the YMCA or its agents, contractors, employees, or licensees.

10. ASSIGNMENT AND SUBLETTING.

YMCA shall not sublet the premises without the written permission of the City, which shall not be unreasonably withheld. Any such assignment made with the written permission of CITY shall not relieve YMCA of any liability hereunder, unless CITY specifically agrees by written instrument to release YMCA.

11. FORFEITURE.

If YMCA fails to perform in any manner required by this instrument, after due notice indentifying YMCA's failure and allowing a reasonable time to cure such default, and if YMCA fails to cure or to undertake reasonable diligence to sure such default, CITY may terminate this Lease for default. Termination shall be effective by service of a notice of termination in the manner herein specified. If it is determined by CITY that YMCA had a reasonable excuse for non-performance (such as strike, fire, flood, or other event beyond the control of YMCA, and not caused by default of YMCA) CITY may allow additional time for performance rather than terminate this Lease.

12. PUBLIC USES AND BENEFITS.

The YMCA agrees to provide the public uses and benefits provided for in that Agreement entered into by and between the YMCA and CITY dated August 29, 1986, and Paragraph 5 thereof (which is attached hereto as Exhibit "A"), which provisions are expressly incorporated herein by reference.

13. MECHANIC'S LIENS.

YMCA shall not, on its behalf, permit any Mechanic's or other liens to arise or attach to the leased premises and shall hold CITY harmless from any such lien should one arise. In the event that any such lien is filed and not discharged or contested in good faith within 30 days after CITY is notified thereof, YMCA shall be deemed in default under this Lease.

14. NOTICES.

All notices, which are required to be given to CITY herein, shall be deemed sufficient if sent either registered or certified mail to City Hall, 208 North 19th Street, Mattoon, Illinois 61938, Attention: City Clerk. All notices, which are required to be given to YMCA herein, shall be deemed sufficient if sent either registered or certified mail to Mattoon Area Family Young Men's Christian Association, 221 North 16th Street, Mattoon, Illinois 61938.

15. MODIFICATION.

Both parties to this Lease agree that this Lease contains all the terms and conditions agreed to by the parties and that any change thereto must be made in writing and agreed to by both parties.

16. CAPTIONS.

The captions in the Lessee are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

17. SEVERABILITY.

The provisions of this Lease are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Lease is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not effect the remaining portions of the Lease. Upon occurrence of such event, if the provision, section, sentence or clause found to be contrary to the law and unenforceable eliminates the benefits that either party may receive according to this lease the party so aggrieved may thereafter terminate this Lease upon 30 days written notice to the other party.

18. WAIVER OF BREACH OR DEFAULT.

A waiver of any default shall not be deemed to be a waiver of any subsequent default. A waiver of a breach of any provision of this Lease shall not be construed to be a modification of the terms of this Lease unless stated to be such in writing, authorized by proper action of CITY and signed by an authorized representative of YMCA and CITY.

IN WITNESS WHEREOF, this Lease has been duly executed in duplicate, each to have the full force and effect of an original, the day and year first above written.

MATTOON AREA FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION

Its' President

ATTEST:

Its' Secretary

CITY OF MATTOON, COLES COUNTY
ILLINOIS

By /s/ David W. Cline
David W. Cline, Mayor

ATTEST:

/s/ Susan J. O'Brien
Susan J. O'Brien, City Clerk

Mayor Cline opened the floor for comments. There were no comments.

Mayor Cline declared the motion carried by the following: YEA Commissioner Ervin, YEA Commissioner Gover, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Cline.

Commissioner Rankin seconded by Commissioner Ervin moved to adopt Special Ordinance 2010-1379, authorizing a 19-year lease between the City of Mattoon and Jeremy Robert Booth, owner of Mattoon Mattress Factory, for an undeveloped portion of 19th Street lying next to the Mattoon Mattress Factory located at 1820 Marshall Avenue.

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2010-1379

AN ORDINANCE AUTHORIZING A LEASE BETWEEN THE CITY OF MATTOON AND JEREMY ROBERT BOOTH.

WHEREAS, there is currently a lease between the City of Mattoon and Gerald Lee Booth for an undeveloped portion of 19th Street in Mattoon lying next to the Mattoon Mattress Factory at 1820 Marshall Avenue, and;

WHEREAS, the original lease was entered into on December 5, 1978 and which was replace by an new lease on January 15, 1991, and said new lease expires on February 1, 2010, and;

WHEREAS, Gerald Lee Booth has passed to family business to his son Jeremy Robert Booth, and;

WHEREAS, the City and Jeremy Robert Booth desire to continue leasing the property for an additional 19 years, and;

WHEREAS, the form of the Lease is attached hereto as Exhibit "A" and incorporated in this Special Ordinance by this reference.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MATTOON, COLES

COUNTY, A MUNICIPAL CORPORATION, as follows:

Section 1. The Mayor is hereby authorized to execute the Lease and any and all other documents necessary to carryout the Lease until February 1, 2029.

Section 2. This ordinance shall be deemed published as of the day of its adoption and approval by the City Council.

Upon motion by Commissioner Rankin, seconded by Commissioner Ervin, adopted this 2nd day of February, 2010, by a roll call vote, as follows:

AYES (Names): Commissioner Ervin, Commissioner Gover,
 Commissioner Hall, Commissioner Rankin,
 Commissioner Schilling

NAYS (Names): None

ABSENT (Names): None

Approved this 2nd day of February, 2010.

/s/ David W. Cline
David W. Cline, Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

/s/ Susan J. O'Brien
Susan J. O'Brien,
City Clerk

/s/ J. Preston Owen
J. Preston Owen,
City Attorney

Effective Date: 02-01-10

Recorded in the Municipality's Records on February 3, 2010.

Mayor Cline opened the floor for comments. Council discussed the 19-year lease with Attorney & Treasurer Owen noting the owner's request for a 19-year lease and no public hearing requirements.

Mayor Cline declared the motion carried by the following: YEA Commissioner Ervin, YEA Commissioner Gover, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Cline.

Commissioner Ervin seconded by Commissioner Hall moved to adopt Special Ordinance 2010-1380, granting a License to Central Illinois Public Service Company d/b/a Amerencips for the cleanup of municipal property located at the corner of 14th Street and Richmond Avenue.

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2010-1380

**A SPECIAL ORDINANCE GRANTING A LICENSE TO CENTRAL ILLINOIS PUBLIC SERVICE COMPANY
D/B/A AMERENCIPS**

WHEREAS, in the 1980's the City of Mattoon purchased the property located at the corner of 14th Street and Richmond Avenue for Central Illinois Public Service Company (hereinafter AmerenCIPS); and,

WHEREAS, that property was the site of the former town gas plant operated by AmerenCIPS; and

WHEREAS, AmerenCIPS desires to cleanup the remnants of the old town gas plant in accordance with the requirements of the Illinois Environmental Protection Agency; and

WHEREAS, said cleanup will require the destruction of the two buildings located on the site currently being used as the fire training and police storage buildings and the remediation of soil and/or groundwater at the site; and,

WHEREAS, AmerenCIPS has agreed to compensate the City of the loss of the two buildings and use of the property during the cleanup process, and;

WHEREAS, the City of Mattoon desires to allow AmerenCIPS to enter onto the property, perform the cleanup operations and return the property to the City; and,

WHEREAS, the City of Mattoon and AmerenCIPS have negotiated the terms for the cleanup as listed above and those terms have been memorialized in a License Agreement which is attached hereto and incorporated herein as Exhibit "A."

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MATTOON, COLES COUNTY, A MUNICIPAL CORPORATION, as follows:

Section 1. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance

Section 2. The City Council specifically finds that it is in the best interest of the Citizens of Mattoon and the City to enter into the attached License Agreement with the Central Illinois Public Service Company d/b/a AmerenCIPS for the cleanup of the old town gas plant at the corner of Richmond Avenue and 14th Street.

Section 3. The Mayor and City Clerk are authorized and directed to execute the attached Exhibit "A."

Section 4. This ordinance shall be deemed published as of the day of its adoption and approval by the City Council.

Upon motion by Commissioner Ervin, seconded by Commissioner Hall adopted this 2nd day of February, 2010, by a roll call vote, as follows:

AYES (Names): Commissioner Ervin, Commissioner Gover,
Commissioner Hall, Commissioner Rankin,
Mayor Cline

NAYS (Names): None

ABSENT (Names): None

Approved this 2nd day of February, 2010.

/s/ David W. Cline
David W. Cline, Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

/s/ Susan J. O'Brien
Susan J. O'Brien,
City Clerk

/s/ J. Preston Owen
J. Preston Owen,
City Attorney & Treasurer

Recorded in the Municipality's Records on February 3, 2010.

Mayor Cline opened the floor for comments. There were no comments.

Commissioner Rankin seconded by Commissioner Hall moved to approve Council Decision Request 2010-1050, authorizing the purchase upgrades to the Lake Mattoon raw water pump in the amount of \$39,821 from Commercial Electric.

Mayor Cline opened the floor for comments. There were no comments.

Mayor Cline declared the motion carried by the following: YEA Commissioner Ervin, YEA Commissioner Gover, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Cline.

Commissioner Rankin seconded by Commissioner Gover moved to approve Council Decision Request 2010-1051, authorizing the purchase of rain gauges and sewer flow meters from Gasvoda in the amount of \$44,495; authorizing a design contract with Clark-Dietz in the amount of \$29,900 for updating a model CSO (Combined Sewer Overflow) sewer system; and authorizing the Mayor to sign the documents.

Mayor Cline opened the floor for comments. There were no comments.

Mayor Cline declared the motion carried by the following: YEA Commissioner Ervin, YEA Commissioner Gover, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Cline.

Commissioner Rankin seconded by Commissioner Hall moved to approve Council Decision Request 2010-1052, authorizing the Mayor to sign a design contract not to exceed \$24,500 with Sodemann & Associates for the replacement of the Lake Land College Lift Station.

Mayor Cline opened the floor for comments. There were no comments.

Mayor Cline declared the motion carried by the following: YEA Commissioner Ervin, YEA Commissioner Gover, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Cline.

Commissioner Ervin seconded by Commissioner Gover moved to approve Council Decision Request 2010-1053, authorizing a competitive bid solicitation for the 2010 MFT General Street Maintenance materials and services [10-00000-00-GM]. (Bituminous Materials, Seal Coat Aggregate, CA-16 Crushed Stone)

Mayor Cline opened the floor for comments. There were no comments.

Mayor Cline declared the motion carried by the following vote: YEA Commissioner Ervin, YEA Commissioner Gover, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Cline.

Commissioner Rankin seconded by Commissioner Hall moved to approve Council Decision Request 2010-1054, authorizing the Mayor to sign Change Order #17 with Grunloh Construction in the amount of \$1,628.83 for the Depot Project for the installation of a concrete patch to exposed deteriorated brick of the new east lobby #103.

Mayor Cline opened the floor for comments. There were no comments.

Mayor Cline declared the motion carried by the following vote: YEA Commissioner Ervin, YEA Commissioner Gover, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Cline.

Mayor Cline seconded by Commissioner Gover moved to approve Council Decision Request 2010-1055, approving the designation of Open Meetings Act (OMA) Officers for the City of Mattoon. [Sue McLaughlin, J. Preston Owen, and Susan J. O'Brien]

Mayor Cline opened the floor for comments. There were no comments.

Mayor Cline declared the motion carried by the following vote: YEA Commissioner Ervin, YEA Commissioner Gover, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Cline.

Mayor Cline seconded by Commissioner Hall moved to recess to closed session at 6:52 p.m. pursuant to the Illinois Open Meetings Act for the purpose of considering collective bargaining negotiating matters (5 ILCS 120/2(c)(2)).

Mayor Cline seconded Commissioner Hall declared the motion carried by the following vote: YEA Commissioner Ervin, YEA Commissioner Gover, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Cline.

Council reconvened at 7:36 p.m.

Council discussed a reduction of their salaries [Chief Nichols and Deputy Chief Branson returned at 7:39 p.m.] Attorney & Treasurer Owen reminded the Council of the Budget Meeting on Friday at 8:30 a.m.

Commissioner Hall seconded by Commissioner Gover moved to adjourn at 7:42 p.m.

Mayor Cline declared the motion carried by the following vote: YEA Commissioner Ervin, YEA Commissioner Gover, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Cline.

/s/ Susan J. O'Brien
City Clerk